

COMP
LAW OFFICES OF BYRON THOMAS

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UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

EDGAR MARTINEZ-CARRANZA,

Plaintiff,

vs.

CASE NO.:
DEPT. NO.:

COMPLAINT

PLUMBERS AND PIPEFITTERS UNION
LOCAL NO. 525 TRUST FUNDS; PENSION
AND RETIREMENT PLAN OF PLUMBERS
AND PIPERFITTERS UNION LOCAL 525
PLUMBERS AND PIPEFITTERS LOCAL
NO. 525; a union organized in Nevada;
PLUMBERS AND PIPEFITTERS LOCAL
NO. 525 PENSION & RETIREMENT FUNDS,
a retirement fund established in Nevada;
BOARD OF TRUSTEES OF THE PLUMBERS
AND PIPEFITTERS LOCAL 525 PENSION
TRUST FUNDS, a pension fund established in
Nevada; PLUMBERS AND PIPEFITTERS
UNION LOCAL #525 BENEFIT FUNDS,;
TONI C. INSCOE ADMINISTRATOR FOR
THE TRUSTEES PLUMBERS AND
PIPEFITTERS NATIONAL PENISON FUND;
BENESY INC.,; DOES I though V, inclusive;
and ROE CORPORATIONS VI through X,
inclusive,

Defendants.

COMES NOW, Plaintiff, EDGAR MARTINEZ-CARRANZA, by and through his attorneys of record, Byron E. Thomas of the law firm of Law Offices of Byron Thomas, for its causes of action against the Defendants and hereby alleges as follows:

PARTIES

1. Plaintiff EDGAR MARTINEZ-CARRANZA ("Plaintiff" or Martinez), is now, and at all times herein mentioned, an individual residing in the City of Las Vegas, County of Clark, State of Nevada.

2. Plaintiff is informed and believes and thereon alleges that defendants PLUMBERS AND PIPEFITTERS UNION LOCAL NO. 525 TRUST FUNDS; PLUMBERS AND PIPEFITTERS LOCAL NO. 525/ PENSION AND RETIREMENT PLAN OF PLUMBERS AND PIPEFITTERS UNION LOCAL 525; PLUMBERS AND PIPEFITTERS LOCAL NO. 525 PENSION & RETIREMENT FUND; TRUSTEES OF THE PLUMBERS AND PIPEFITTERS LOCAL 525 PENSION TRUST; PLUMBERS AND PIPEFITTERS UNION LOCAL #525 BENEFIT FUNDS ("LOCAL #525") are now, and at all times herein mentioned were, the agents, employees, and/or alter egos of the remaining Defendants and at all times relevant were acting within the scope and authority of such agency and employment and for the further benefit of the community and further, ratified and approved of the acts of their agents or employees

3. Plaintiff is informed and believes and therefore alleges TONI C. INSCOE is the ADMINISTRATOR FOR THE TRUSTEES PLUMBERS AND PIPEFITTERS NATIONAL PENSION FUND.

4. Plaintiff is informed and believes that Benesys, Inc. is a foreign corporation and is the Third Party Administrator for the health and retirement funds for Local 525

5. That the true name and capacity, whether individual, corporate, associate, or otherwise, of Defendants, Does I through V, inclusive, and Roe Corporations VI through X, inclusive

1 are unknown to Plaintiff, who therefore sues said Defendants by such fictitious names. Plaintiff is
2 informed and believes and thereby alleges that each of the Defendants designated herein as Does I
3 through V, inclusive, and Roe Corporations VI through X, inclusive, are responsible in some manner
4 for the events and happenings referred to, and caused damages proximately to Plaintiff as alleged
5 herein. Plaintiff will ask leave of this court to amend its complaint to insert the true names and
6 capacities when the same has been ascertained, and enjoins such Defendants in this action.

7 **GENERAL ALLEGATIONS**

8 6. Plaintiff at all relevant times was a member of The Plumbers and Pipefitters Local
9 Union 525. Plaintiff suffered and on the job injury and sought Disability Retirement Benefits from
10 Local 525.

11 7. In a letter dated June 20, 2019 Local 525 denied the Plaintiffs request for Disability
12 Retirement Benefits from local 525. The basis for the denial was that an IME deemed that the Plaintiff
13 was totally and permanently disable in February of 2016.

14 8. The Plaintiff was not a member of Local 525 in February of 2016, and therefore was
15 not entitled to Disability Retirement Benefits.

16 9. The letter provided that Plaintiff had 180 days from receipt of the letter to file an
17 appeal.

18 10. On December 17, 2020, Plaintiff requested an extension of the deadline, but
19 nonetheless filed the notice of appeal in an abundance of caution. The Notice of Appeal was sent via
20 email and mailed. Plaintiff's doctor opined that the injury occurred while Plaintiff was a member of
21 Local 525 and therefore he was entitled to Disability Retirement Benefits.

22 11. Subsequently Plaintiff was informed that Local 525 had received the request for
23 extension, but it had not received the notice of appeal. Plaintiff forwarded the email with notice of
24 appeal to Denise Best at Local 525. This clearly indicated that it was sent to Ms. Keyla Lopez on
25 December 17, 2019. Plaintiff's counsel had obtained the email address directly from Ms. Lopez and

1 was informed that Local 525 would accept the appeal by email. Plaintiff is informed and believe that
2 both Ms. Lopez and Best are or were employees of Benesys Inc.

3 12. On March 23 2020, Local 525 falsely stated that the appeal had been sent after the
4 December 19, 2019, deadline, despite having received the evidence from Plaintiff that it had been
5 sent on December 17, 2019.

6 13. Subsequently on July 20, 2020 the Defendants sent a letter saying that they had
7 accepted the Claim and then denied it again on the same basis as the June 20,2019 suit.

8 **FIRST CLAIM FOR RELIEF**

9 **Specific Performance**

10 14. Plaintiff hereby refers to paragraphs 1-13 hereinabove, inclusive, and by this
11 reference restates and realleges the same as though fully set forth herein.

12 15. A valid and enforceable contract existed between Plaintiff and the LOCAL #525
13 providing that Plaintiff was entitled to his Disability Retirement Funds.

14 16. The Plaintiff met all the of requirements to receive Disability Retirement Funds and
15 Local 525 breached that duty by refusing to honor it's obligation to Plaintiff.

16 17. Legal damages are inadequate in that it is nearly impossible to speculate as to
17 the value of the medical benefits, the tax implications, and the union privileges the Plaintiff is
18 entitled to under the Plan. It is practical for the court to enforce specific performance, as it would
19 involve simply declaring Plaintiff eligible to receive his Disability Retirement Funds and
20 reinstating his benefits package from today forward and compensating him for the benefits to which
21 he was entitled but did not receive from the date he was eligible until today.

22 18. No defenses to specific performances apply in this case.

23 19. Plaintiff has been forced to retain the services of attorneys to bring this action
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1 due to Defendant's conduct and therefore, Plaintiff is entitled to the reasonable attorney fees
2 and costs incurred in the above-entitled action.

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5 **SECOND CLAIM FOR RELIEF**
6 **ERISA § 502, 29 U.S.C.A. § 1132(a)(1)(B)**

7 20. Plaintiff hereby refers to paragraphs 1-
8 19 hereinabove, inclusive, and by this reference restates and realleges the same as though
9 fully set forth herein.

10 21. The foregoing facts occurred in violation of
11 ERISA, 29 U.S.C.A. § 1132(a)(1)(B), which empowers a participant or beneficiary to bring
12 a civil action to recover benefits due to him under the terms of the plan.

13 22. Here, Plaintiff is a participant in the LOCAL
14 #525 TRUST and is entitled to benefits under the terms of the Plan. Plaintiff has been
15 denied these benefits. Plaintiff was also entitled to have his appeal heard as it was timely.
16 Yet, Defendants improperly denied the hearing of the appeal.

17 23. That it has been necessary for Plaintiff to retain the
18 services of an attorney to prosecute this action, and Plaintiff is therefore entitled to reasonable
19 attorney's fees.

20 **THIRD CLAIM FOR RELIEF**
21 **BREACH OF FIDUCIARY DUTY**

22
23 24. Plaintiff hereby refers to paragraphs 1-41
24 hereinabove, inclusive, and by this reference restates and realleges the same as though fully
25 set forth herein.

25. All defendants owed a fiduciary duty to Plaintiff.

PRAYER FOR RELIEF

1. That this court enters a judgment against Defendants for relief as described herein;
2. For special damages, including, without limitation, reasonable attorney's fees;
3. For cost of suit; and
4. For such other and further relief as this Court may deem just, equitable and proper.

LAW OFFICES OF BYRON THOMAS

Attorneys for Plaintiff